

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 27 To LEASE No. GS-11P-LDC01973
ADDRESS OF PREMISES: 750 17 th Street, NW Washington, DC 20006-4609	PDN NUMBER: N/A

THIS AMENDMENT is made and entered into between John Hancock Life Insurance Company (U.S.A.) (f.k.a. The Manufactures Life Insurance Company)

whose address is 1100 New York Avenue, NW
Suite 270W
Washington, DC 20005

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- Premises.** This Lease Amendment (LA) Number 27, is hereby issued to memorialize the extension terms for 57,130 BOMA Rentable Square Feet (BRSF) / 54,045 ANSI/BOMA Office Area Square Feet (ABOA) consisting of 56,064 BRSF / 52,979 ABOA of office and related space located on the entire 3rd, 5th, 6th, 7th and 8th floors, 1,066 BRSF / 1,066 ABOA of the Storage Unit B-2, and 13 reserved parking spaces at the building located at 750 17th Street, NW, Washington, DC 20006 (the "Leased Premises").
- Extension.** The term of the Lease is hereby extended for a period of 12 months from October 1, 2017 through September 30, 2018 (the "Extension Term").
- Termination Rights.** The Government may terminate this Lease for a termination effective date to be on June 30, 2018 at 11:59 PM, on July 31, 2018 at 11:59 PM, or on August 31, 2018 at 11:59 PM, by providing a 60 day written notice to the Lessor prior to the effective termination dates. No rental shall accrue after the effective date of termination.
- Rent.** Effective October 1, 2017, the annual rent shall increase from \$3,082,692.90 to \$3,184,997.50 (\$55.75 per BRSF), payable at a rate of \$265,416.46 per month in arrears (the "Rental Rate"). Rent for a lesser period shall be prorated. The annual rent is inclusive of \$716,245.20 for operating costs (per LA 25) for the Government's share of routine building operating expenses and base for real estate taxes.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)
Name: [Signature]
Title: [Signature]
Entity Name: [Signature]
Date: 03/22/2017

FOR THE GOVERNMENT:

Signature: (b) (6)
Name: Lisa Richmond
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: MAY 24 2017

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
Name: Doris P. Walsh
Title: Director, Asset Management
Date: 03/22/2017

5. **Operating Cost Adjustments.** The Operating Cost is inclusive of fees for daytime cleaning services. Operating Cost Adjustments shall continue throughout the Extension Term in accordance with paragraph 3.7 of the SFO.
6. **Real Estate Tax Adjustments & Percentage of Occupancy.** The base year for Real Estate Tax adjustments shall remain unchanged as established under SLA 11. The percentage of occupancy for calculating the Government's share of Real Estate Tax adjustments under the Lease will continue to be 44.17%.
7. **Parking.** The Extension Term's Rental Rate is inclusive of 13 reserved parking spaces at \$72,888.00 per year (\$467.23 per month per reserved parking space). The tenant shall have the right to license up to nineteen (19) unreserved parking spaces. The unreserved parking spaces shall be contracted by and between the agency and the landlord on a direct basis.
8. **Tenant Improvement Allowance.** The annual rent does not include a Tenant Improvement Allowance.
9. ~~**Chiller Maintenance.** During the Extension Term, the chiller maintenance shall be contracted between the tenant and the Landlord on a direct basis. The chiller maintenance shall be \$1,438.40 per month. A five percent (5%) administration fee shall apply during the Extension Term.~~ *PK PC*
10. **Condition of Leased Premises.** The Government agrees to accept the Leased Premises and the Building Shell Requirements as "existing" and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or conditions are to be "in good repair and tenantable condition" at the time of the Lease Commencement Date or any other specified date(s). The acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the lease.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

INITIALS: LESSOR *PC* GOV'T *PK*